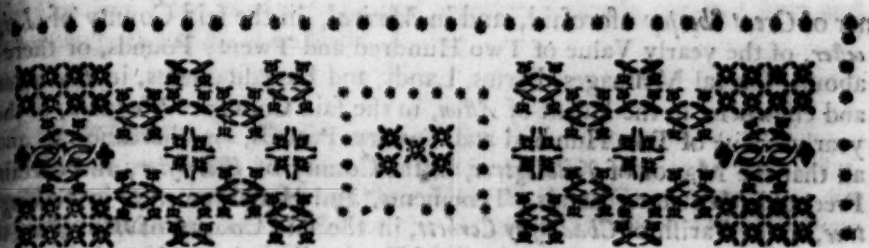


*\* Great Brit. George III No 60*

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*C. 60*

An *ACT* to enable *John Holden*,  
*Gent.* and *Thomas Holden*, his  
Son, an Infant, and their Trus-  
tees, to raise the Sum of One  
Thousand Pounds, upon certain  
Estates in *Leicestershire* and *War-*  
*wickshire*, or on a sufficient Part  
thereof, to be applied for the  
Purposes therein mentioned.



**C**hereas *Thomas Holden*, late of *Erdington*, in the Parish of *Recting* that *Tho-*  
*Aston*, in the County of *Warwick*, Esquire, deceased, was *mas Holden*, Esquire  
in his Life-time, and at the Time of his Death, seized to *died seized of a real*  
him and his Heirs, of a Real Estate, of the yearly Value *Estate of Six hundred*  
of Six Hundred Pounds, or thereabouts, lying in the *Pounds per Annum,*  
several Counties of *Leicester*, *Warwick* and *Worcester*; that *in the several Coun-*  
is to say, All that the Manor of *Great Sheepy*, in the Coun- *ties of Leicestershire,*  
ty of *Leicester*, with the Appurtenances, and of and in certain Freehold *Warwickshire, and*  
Messuages, Lands, Tenements, and Hereditaments, in the Parish and Ma- *Worcestershire, and*  
nor *of a personal Estate*  
Pounds, *of the Value of Four*  
*hundred Seventy-six*  
*Pounds,*

A

nor

Died the Twenty  
sixth of November  
One thousand Seven  
hundred and Fifty  
nine, a Bachelor,  
leaving Catherine,  
the Wife of Thomas  
Caldecott, Esquire,  
and Laetitia, Wife  
of Thomas Wearden,  
his only Sisters and  
Coheiresses.

That after his Death  
several Suits were  
commenced, concern-  
ing the Validity  
of his Will,

Afterwards an  
Agreement was  
made to put an End  
thereto, and for estab-  
lishing his Will,  
and that One thou-  
sand Pounds should  
be raised on the Lei-  
cestershire and War-  
wickshire Estates, or  
on a sufficient Part  
thereof, Five hundred  
Pounds thereof to be  
paid to the said Cal-  
decott, his Executors  
and Administrators,  
and the other Five  
hundred Pounds to  
the said Wearden,  
his Executors, etc.

nor of *Great Sheepy* aforesaid, and in *Merival*, in the said County of *Lei-  
cester*, of the yearly Value of Two Hundred and Twenty Pounds, or there-  
abouts, several Messuages, Farms, Lands, and Hereditaments, in *Erdivinton*  
and elsewhere, in the Parish of *Aston*, in the said County of *Warwick*, of the  
yearly Value of Two Hundred and Twenty Pounds, or thereabouts, and  
all that the Manor of *Yeildingtree*, in the County of *Worcester*, and certain  
Freehold Messuages, Lands, Tenements, and Hereditaments, in *Yeilding-  
tree*, in the Parish of *Chaddestrey Corbett*, in the said County of *Worcester*, of  
the yearly Value of One Hundred and Twelve Pounds, or thereabouts, to-  
gether with certain Copyhold Lands there, of the yearly Value of Seven  
Pounds, or thereabouts; and the said *Thomas Holden*, being possessed of a  
Personal Estate of the Value of Four Hundred and Seventy-six Pounds,  
or thereabouts, on or about the Twenty-sixth Day of *November*, in the Year  
of our Lord One thousand Seven hundred and Fifty-nine, departed this  
Life unmarried, and without Issue, leaving *Catherine*, the Wife of *Thomas  
Caldecott*, of the *Middle Temple*, *London*, Esquire, and *Laetitia*, the Wife of  
*Thomas Wearden*, of *Birmingham*, in the County of *Warwick*, Clerk, his on-  
ly Sisters, next of Kin, and Coheiresses at Law :

And whereas after the Death of the said *Thomas Holden*, several Suits  
in Law and Equity were commenced and carried on between the said Co-  
heiresses and their Husbands, and the said *John Holden* and *Thomas Holden*,  
concerning the Validity of the Will herein after-mentioned, which the said  
*John Holden* and *Thomas Holden* insisted was the last Will of the said *Thomas  
Holden* deceased, and which the said Coheiresses and their Husbands charged  
to have been fraudulently obtained by the said *John Holden*, or his Agents,  
and in other Respects void, as to the Whole, or great Part thereof :

And whereas after several Proceedings were had in the said Suits, in  
an adverse Manner, and before any Determination of a Court of Justice,  
in any of the said Suits, it was proposed by the Friends of the said Parties,  
and agreed by and between the said *John Holden*, on Behalf of himself and  
his only Son the said *Thomas Holden*, *Thomas Caldecott*, on Behalf of himself  
and his said Wife, and *Thomas Wearden* on the Behalf of himself and his  
said Wife, That, to put an End to all Controversies between the said Par-  
ties, and for the establishing the said Will for the Benefit of the Devises  
therein, and for confirming to the said Devises their Titles to the said  
several Estates, in such Manner as in the said Agreement is mentioned,  
One thousand Pounds should, by Consent of the Parties to the said Agree-  
ment, be raised upon the said *Leicestershire* and *Warwickshire* Estates, or a  
sufficient Part thereof, and pay Five Hundred Pounds, Part thereof to the  
said *Thomas Caldecott*, his Executors or Administrators, and the other Five  
hundred Pounds to the said *Thomas Wearden*, his Executors or Administra-  
tors, and that the said Coheiresses and their Husbands should consent to  
the establishing the said Will of the said *Thomas Holden*, and confirming the  
said



said Devisees Titles as aforesaid; and, in other Respects, the said Suits and Proceedings should be at an End:

And whereas in Consequence of the said Agreement, and without any Opposition being made by the said Coheiresses and their said Husbands, and with the Consent of their Council, by a Decree made by the Right Honourable the Master of the Rolls, on the First Day of June, in the Year of our Lord One thousand Seven hundred and Sixty-one, in a Cause wherein the said *John Holden*, and *Thomas Holden* the Infant, were Complainants, and the said Coheiresses, with their said Husbands, and others were Defendants, it was declared that the said Will ought to be established, and his Honour did order and decree the same accordingly; and whereas, in other Respects, the same Agreement has, by the said *Thomas Caldecott*, and *Catherine* his Wife, and *Thomas Wearden*, and *Lastitia* his Wife, in Part been carried into Execution:

And whereas in and by the said Will, bearing Date the Fifteenth Day of September, One thousand Seven hundred and Fifty-nine, the said *Thomas Holden*, deceased, after charging all his said Real Estates (except a small Piece of Land, called *Cauldwell Holm*, of the yearly Value of Three Pounds, or thereabouts, and no more, thereby devised to Sir *Lister Holte*, and his Heirs) with several Legacies, to the Amount of Eight hundred and One Pounds and One Shilling, and no more, and an Annuity of Twelve Quinears a Year to *George Grove* and *Judith* his Wife for Life, devised all and every his Messuages, Lands, Tenements, and Hereditaments, in *Erdington* aforesaid (except the said Piece of Land, called *Cauldwell Holm*) subject to the said Annuity; and also all other his Messuages, Lands, Tenements, and Hereditaments, in the said Parish of *Aston*, or elsewhere, in the said County of *Warwick*; and also all his Manor of *Yeldinotree*, and all his Messuages, Lands, Tenements, and Hereditaments, being Freehold, in the Parish of *Chaddesley Corbett*, or elsewhere, in the County of *Worcester*; and also all his said Copyhold Lands, in the said Parish of *Chaddesley Corbett*, or elsewhere, in the said County of *Worcester*, which had been surrendered to the Use of his said Will; and also all and every his Manor, Messuages, Lands, Tenements, and Hereditaments whatsoever, with their Appurtenances, in the Parish of *Great Sherpy*, and in *Merival*, or elsewhere, in the County of *Leicester*; and also all other his Messuages, Lands, Tenements, and Hereditaments, in the Kingdom of *Great Britain* (except before excepted) unto *Bennet Chambers* and *Henry Ashmore*, for Five hundred Years, Upon Trust, to aid his Personal Estate in discharging his Debts (which were to the Amount of Five hundred Pounds only, or thereabouts) his Funeral Expences and Legacies; and in Case any Suit or Suits should be brought to set aside his Will, Then in Trust to raise such Sums of Money as should be laid out in the Defence of such Suit or Suits, not exceeding the Sum of One thousand Pounds, with Directions for a Maintenance of the said *Thomas Holden* the Infant, not exceeding One hundred and Fifty Pounds

That in consequence of such Agreement a Decree was made on the First of June One thousand Seven hundred Sixty-one, by the Master of the Rolls to establish such Will.

That in other Respects such Agreement has in Part been carried into Execution.

Will dated the Fifteenth of September One thousand Seven hundred Fifty-nine, and after charging all his said Estates, (except a Piece of Land devised to Sir *Lister Holte*) with Legacies amounting to Eight hundred and One Pounds One Shilling, and an Annuity of Twelve Guineas a Year to *George Grove*, and *Wife* for Life, devised all his Messuages etc. in the Kingdom of *Great Britain*

unto *Bennet Chambers* and *Henry Ashmore*, for Five hundred Years as Trust to aid his personal Estate in discharging Debts, being about Five hundred Pounds, his Funeral Expences and Legacies, and if any Suit should be brought to set aside his Will, in Trust to raise such Sums of Money as should be laid out in the Defence of the same, not exceeding One thousand Pounds, with Directions for a Maintenance for the said *Thomas*

Holden, the Infant, not exceeding One hundred and Fifty Pounds per Annum, during his Minority, and One hundred and Fifty Pounds per Annum when of Age, during his Father's Life; and after Determination of the said Term, and subject thereto, and to the said Annuity, he devised his said real Estates to the said Trustees, and their Heirs, during the Life of the said John Holden, to support contingent Remainders to his first and other Sons in Tail Male. With Remainder over to Humphry Holden, George Holden, and Mark Holden, Brothers of the said John Holden in Tail Male respectively, with Remainder in Fee to the Foundling Hospital, which Remainder is void by the Ninth of George the Second. That the said John Holden hath laid out considerable Sums in repairing Buildings upon the said Estates and must necessarily lay out other Sums in like Repairs; and having several younger Children unprovided for, it is not convenient to pay the said One thousand Pounds. That the Parties are desirous that the same should be raised out of a sufficient Part of the Leicester-shire and Warwick-shire Estates, and paid in Performance of the said Agreement. But, by Reason of the Infancy of the said Thomas Holden are not able to raise the same without the Aid of Parliament. Prayer of John Holden for himself and on Behalf of his Infant Son, that it be enacted

Pounds a Year, during his Minority, and an Allowance of One hundred and Fifty Pounds a Year, when of Age, during the Life-time of his Father; and from and after the Expiration or other Determination of the said Term, and subject thereunto, and subject to the said Annuity, he devised all his before-mentioned Real Estates (except as aforesaid) unto the said Bennet Chambers and Henry Ashmore, and their Heirs, during the Life of the said John Holden, to the Intent to support the contingent Remainders in his said Will, but in Trust to permit the said John Holden to receive the Rents and Profits thereof for his own Use, during his Life; and, after his Decease, devised all his said Real Estates (except as aforesaid) unto the first Son of the said John Holden, and the Heirs Male of his Body, with Remainder to all and every other the Son and Sons of the said John Holden, and their Issue Male successively, with Remainders over for the Benefit of Humphry Holden, George Holden, and Mark Holden, Brothers of the said John Holden, and their first and other Sons, and the Heirs Male of their Bodies, respectively, in like Manner, successively, with Remainder in Fee to the Trustees, for the Time being, of the Foundling-Hospital, their Heirs, Successors, and Assigns for ever, as a Benefaction, and for the Benefit of the said Hospital; and which Remainder in Fee is, by an Act of the Ninth Year of the Reign of his late Majesty King George the Second, void and of none Effect:

And whereas the said John Holden hath, since the said Decree, expended several considerable Sums of Money in repairing the Buildings upon the said Estates, and must necessarily lay out and expend other considerable Sums in like Repairs, and he the said John Holden having several younger Children unprovided for, it is not convenient to him to pay the said One thousand Pounds:

And whereas all the Parties concerned are desirous that the said One thousand Pounds shall be raised out of a sufficient Part of the said Leicester-shire and Warwick-shire Estates; and be paid to the said Thomas Caldecott and Thomas Wearden, their Executors and Administrators, in Manner as aforesaid, in Performance of the said Agreement, and there is abundantly more than sufficient to answer the Debts, Legacies, and Funeral Expences of the said Testator, exclusive of the Charge intended to be hereby made, as aforesaid, with large beneficial Devises to the Devisees in the said Will; but, by Reason of the Infancy of the said Thomas Holden, who is of the Age of Seven Years, and under the Age of Eight Years, they are not able to raise the same, without the Aid and Authority of Parliament:

Therefore your MAJESTY's most Dutiful and Loyal Subject, the said John Holden for himself, and on the Behalf of the said Thomas Holden his Infant Son,



*Doth most humbly beseech Your MAJESTY:*

That it may be **Enaged**; And be it **Enaged**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful, to and for the said *John Holden*, and *Thomas Holden* his Son (notwithstanding his Minority) by any Deed or Deeds, Writing or Writings, Conveyance or Conveyances, Assurance or Assurances whatsoever, to be by them the said *John Holden* and *Thomas Holden* (notwithstanding such his Minority) executed in the Presence of Two or more credible Witnesses, to charge the said Sum of One thousand Pounds upon the said *Leicestershire* and *Warwickshire* Estates, or on any sufficient Part of them, or either of them, and to raise the Sum of One thousand Pounds thereout, to be paid and applied for the Purpose of completing the before-mentioned Agreement; and, for that Purpose, it shall and may be lawful to and for the said *John Holden* and *Thomas Holden* the Son (notwithstanding his Minority) by any Deed or Deeds, Writing or Writings, Conveyance or Conveyances, Assurance or Assurances whatsoever (notwithstanding his Minority) executed in the Presence of Two or more credible Witnesses, to take up, and borrow, on Mortgage of the said *Leicestershire* and *Warwickshire* Estates, or a sufficient Part thereof, such Sum of One thousand Pounds, by leasing or demising the same, for any long Term of Years, not exceeding Five hundred Years, to any Mortgagee or Mortgagees thereof, redeemable nevertheless, on Repayment of the said One thousand Pounds, and the Interest to grow due thereon, by such Person or Persons who shall be intitled to the Freehold Possession or Inheritance, under the said Will of such Estates, so to be mortgaged, or any of them; and the said *John Holden*, and every other Person who shall be hereafter Tenant for Life, of the said Estates, so to be mortgaged as aforesaid, shall pay and keep down the Interest of the said One thousand Pounds, which shall grow due during such Time as he or they shall hold and enjoy, or be intitled to receive the Rents and Profits of the said Estates respectively; and the said *Bennet Chambers* and *Henry Ashmore*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, who for the Time being shall be a Trustee or Trustees of the said Estates, under the said Will so established as aforesaid, are hereby authorised, required, and directed, to join with the said *John Holden* and *Thomas Holden* in so charging and mortgaging the said Estates, or a sufficient Part thereof, for the said Sum of One thousand Pounds, and to execute a proper Deed or Deeds, Writing or Writings, Conveyance or Conveyances for that Purpose, for the raising the said One thousand Pounds, according to the true Intent and Meaning of this Act.

And it is further **Enaged**, by the Authority aforesaid, That such Charge, Mortgage, Deed or Deeds, Writing or Writings, Conveyance or Conveyances, and Limitations of

That it shall be lawful for the said *John* and *Son*, notwithstanding his Minority, by any Deed, &c. to be by them executed, in the Presence of Two or more Witnesses, to charge the said One thousand Pounds upon the said *Leicestershire* and *Warwickshire* Estates, and to raise the same thereout, to be paid for the Purpose of completing the said Agreement, and, for that Purpose, to borrow on Mortgage the said One thousand Pounds by Demise, for Five hundred Years, redeemable on Repayment of the same and Interest, by such Person who shall be intitled to the Freehold Possession of such Estates under the said Will, so to be mortgaged.

The said *John Holden* and *Thomas Holden* the Son, and every other Person who shall be hereafter Tenant for Life, of the said Estates, shall pay and keep down the Interest of the said One thousand Pounds, which shall grow due during such Time as he or they shall hold and enjoy, or be intitled to receive the Rents and Profits of the said Estates respectively; and the said *Bennet Chambers* and *Henry Ashmore*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, who for the Time being shall be a Trustee or Trustees of the said Estates, under the said Will so established as aforesaid, are hereby authorised, required, and directed, to join with the said *John Holden* and *Thomas Holden* in so charging and mortgaging the said Estates, or a sufficient Part thereof, for the said Sum of One thousand Pounds, and to execute a proper Deed or Deeds, Writing or Writings, Conveyance or Conveyances for that Purpose, for the raising the said One thousand Pounds, according to the true Intent and Meaning of this Act.

the said Will, be as effectual as if the said Infant had been of full Age, and as if a Fine or Recovery had been levied and suffered, and Uses declared by him for effectuating thereof, and that the Discharge by the said John and Thomas Holden to be given for the said One thousand Pounds to such Mortgagee, shall be as effectual as if the said Thomas had been of Age at the Time of doing thereof.

That the said One thousand Pounds shall, by the said John and Thomas, notwithstanding his Minority, be paid Five hundred Pounds Part thereof to the said Caldecott, his Executors, etc. and the other Five hundred Pounds to the said Wearden, his Executors, etc. on Performance of the said Agreement.

That all Persons to whom the said Estates shall be mortgaged by Virtue hereof, shall hold and enjoy the same, according to the several Estates and Titles that shall be so made to them against all the Devisees of the said Will, and all Persons claiming under them, and against the several Parties to the said Agreement, and all claiming under them or any of them.

But not to hinder the Payment of the said Legacies of Eight hundred and One Pounds One Shilling, and Annuity of Twelve Pounds Twelve Shillings a Year.

Conveyances, Assurance or Assurances, so to be made and executed, by the said *John Holden*, *Thomas Holden*, *Bennet Chambers*, and *Henry Ashmore*, or the Survivor of the said Trustees, or the Heirs, Executors, or Administrators of such Survivor, shall (notwithstanding such Minority of the said *Thomas Holden*, and the Limitations of the Will of the said *Thomas Holden*, deceased) be as good, valid, and effectual in the Law, to all Intents and Purposes, as if the said *Thomas Holden* had been at the full Age of Twenty-one Years, at the Time of charging, making, and executing thereof, and as if proper, legal, and effectual Fine or Fines, Common Recovery, or Common Recoveries, had been levied, suffered, and executed, and a proper Declaration of Uses declared thereof, by him the said *Thomas Holden*, for the making and effectuating thereof; and that such Acquittance, Release, or other Discharge, by them the said *John Holden* and *Thomas Holden* to be given for the said Sum of One thousand Pounds, or any Part thereof, to such Mortgagee or Mortgagees, Incumbrancer or Incumbrancers, who shall advance the same, shall be as good, effectual, and binding, as if the said *Thomas Holden* had been of the Age of Twenty-one Years at the Time of the doing thereof; and that the said Sum of One thousand Pounds, so to be charged and raised as aforesaid, shall by the said *John Holden* and *Thomas Holden* (notwithstanding his Minority) be paid Five hundred Pounds Part thereof to the said *Thomas Caldecott*, his Executors, Administrators, or Assigns, and the other Five hundred Pounds to the said *Thomas Wearden*, his Executors, Administrators, or Assigns, upon the Performance of the said Agreement, by them and their Wives, respectively on their Parts.

And it is further Enacted, by the Authority aforesaid, That all and every Person and Persons to whom the said *Leicestershire* and *Warwickshire* Estates, or such sufficient Part thereof, shall be, by the said *John Holden* and *Thomas Holden*, any-ways charged, mortgaged, or incumbered, by Virtue of this present Act, and their several and respective Executors, Administrators, and Assigns, shall and may have, hold, and enjoy the same, according to the several Estates and Titles that shall be so made to them, against the said *John Holden*, *Thomas Holden*, *Bennet Chambers*, and *Henry Ashmore*, and all other the Devisees thereof, in the Will of the said *Thomas Holden*, deceased, their Heirs, Executors, and Assigns, and all other Person or Persons whomsoever, lawfully claiming or to claim, by, from, or under them, any or either of them, or under the Will of the said *Thomas Holden* deceased, and against the several Parties to the said Agreement, their Heirs and Assigns, and all claiming by from or under them, or any of them, without any Molestation or Interruption whatsoever; but not to prejudice or hinder the Payment of such of the above-mentioned Debts, and the Legacies of Eight hundred and One Pounds One Shilling, as have not been already satisfied and discharged, nor to prejudice or hinder the Payment of the said Annuity of Twelve Pounds Twelve Shillings a Year, charged upon the said Estate at *Erdington* aforesaid.

**and living clause.**



An A C T to enable *John Holden*,  
Gent. and *Thomas Holden*, his Son,  
an Infant, and their Trustees, to  
raise the Sum of One Thousand  
Pounds, upon certain Estates in  
*Leicestershire* and *Warwickshire*, or on  
a sufficient Part thereof, to be ap-  
plied for the Purposes therein men-  
tioned.